

FILED
US DISTRICT COURT
DISTRICT OF ALASKA

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Attorney for Plaintiffs
Shoreside Petroleum, Inc.,
d/b/a Marathon Fuel Service
and Metco, Inc.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA for the)
use of NORTH STAR TERMINAL &)
STEVEDORE COMPANY, d/b/a Northern)
Stevedoring & Handling, and NORTH)
STAR TERMINAL & STEVEDORE COMPANY,)
d/b/a Northern Stevedoring & Hand-)
ling, on its own behalf,)
)
Plaintiffs,)
)
and)
)
UNITED STATES OF AMERICA for the)
use of SHORESIDE PETROLEUM, INC.,)
d/b/a Marathon Fuel Service, and)
SHORESIDE PETROLEUM, INC., d/b/a)
Marathon Fuel Service, on its own)
behalf,)
)
Intervening Plaintiffs,)
)
and)
)
METCO, INC.,)
)
Intervening Plaintiff,)
)
vs.) Case No. A98-0009-CV (HRH)
)
NUGGET CONSTRUCTION, INC.; SPENCER)
ROCK PRODUCTS, INC.; UNITED STATES)
FIDELITY AND GUARANTY COMPANY; and)
ROBERT A. LAPORE,)

Defendants.

)
)
)

COMES NOW Shoreside Petroleum, Inc., d/b/a Marathon Fuel Service ("Shoreside") and Metco, Inc. ("Metco"), by and through counsel, and join in the Motion to Compel filed by North Star.

The information sought in North Star's motion to compel is directly related to the claims at issue in this case and the factual developments of those claims to date. The financial condition of Nugget is of concern because the claimants do not seek to obtain a hollow judgment. In addition, many of the actions and inactions of Nugget give rise to tort liability that also supports the claim for punitive damages against Nugget. The general rule regarding the accrual of a claim is not changed by the specific statutory provision in the Miller Act that provides for the accrual of a cause of action under the Miller Act 90 days after last providing goods or performing services. The claims for punitive damages in this case arose before August 7, 1997.

The applicable disclosure rules require a party to produce insurance policies. However, the defendants did not even identify any insurance policies in their disclosures. The insurance policies are important because the claims asserted in the three Amended Complaints in all likelihood are covered by a comprehensive general liability ("cgl") policy or other business insurance policy. Nugget's refusal to provide the policies may be motivated not by a belief that the claims are not covered but

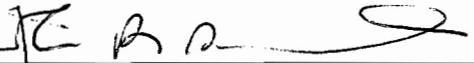
rather by a desire not to invoke the policies to provide coverage. The insurance policies may assist in making the claimants whole or as close to whole as possible under the circumstances.

This court should grant the motion filed by North Star and order the relief. The financial data and the insurance policies are critical documents.

Shoreside and Metco also join in and support North Star's request for fees for bringing the motion. Any payment to North Star may diminish the pool of funds that is likely disappearing in defense costs to counsel for Nugget. However, North Star has taken the laboring oar and should be compensated for its efforts.

DATED this 19th day of December, 2005 at Anchorage, Alaska.

THE LAW OFFICE OF STEVEN J. SHAMBUREK
Attorney for Plaintiff
Shoreside Petroleum, Inc., d/b/a Marathon
Fuel Service and Metco, Inc.

By: 
Steven J. Shamburek
for ABA: 8606063

CERTIFICATE OF SERVICE

The undersigned certifies that on the 19th day of December, 2005, a copy of the foregoing was served by mail upon the following:

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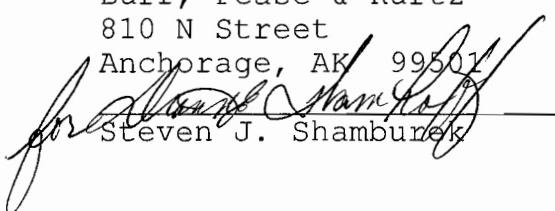
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